

ESTTA Tracking number: **ESTTA401939**

Filing date: **04/05/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92053594
Party	Plaintiff Ugglebo Clogs, LLC
Correspondence Address	ANDREW B KATZ BELLES KATZ LLC 721 DRESHER ROAD, SUITE 1100 HORSHAM, PA 19044 UNITED STATES akatz@belleskatz.com, dvandenburgh@ccvl.com
Submission	Motion to Suspend for Civil Action
Filer's Name	J. Derek Vandenburg
Filer's e-mail	dvandenburgh@ccvl.com
Signature	s/ J. Derek Vandenburg/
Date	04/05/2011
Attachments	2011 04 05 Opposition to Motion to Suspend.pdf ( 10 pages )(82887 bytes ) Exhibit A_Deckers v Steven Madden Stpiulated Permanent Injunction.pdf ( 9 pages )(207654 bytes ) Exhibit B_Ugg website.pdf ( 3 pages )(26412 bytes ) 2011 04 05 Geise Declaration.pdf ( 3 pages )(31803 bytes )

UGGLEBO CLOGS, LLC,  
a Minnesota LLC,  
  
Petitioner,  
v.  
  
DECKERS OUTDOOR CORPORATION,  
a Delaware Corporation,  
  
Respondent.

Petitioner Ugglebo Clogs, LLC (“Ugglebo”) submits the follow Memorandum in Opposition to the Motion to Suspend the Proceeding, submitted by Deckers Outdoor Corporation (“Deckers”).

Ugglebo initiated the instant proceeding to cancel five marks currently owned by Deckers. These marks (“the UGG marks”) consist of the word “UGG” used in connection with various apparel, footwear, cleaning products, and stores. *U.S. Trademark Registration Nos. 3,050,925, 3,050,903, 3,050,902, 3,050,865, and 3,360,442.*

Ugglebo filed this cancellation proceeding, at least in part, in reaction to the rejection of registration applications for Ugglebo’s own mark—the word “UGGLEBO” used in connection with footwear, namely clogs. Pros. Hist. of App. No. 77/929400, *Office Action*, May 7, 2010. Ugglebo and its predecessors have continuously used the UGGLEBO mark throughout the

United States since the 1960's, well before the first use of Deckers's UGG marks in 1979. *See* Declaration of David Giese ("Giese Decl."), ¶ 3. Ugglesbo's purposes in initiating this cancellation proceeding were two-fold: (i) to secure cancellation of Deckers's registration to the UGG marks; and (ii) to remove the obstacles—the UGG marks themselves—to Ugglesbo's registration of its own UGGLEBO mark.

Ugglesbo filed a district court action in which Ugglesbo has asserted Lanham Act, common law, and Minnesota state law claims of unfair competition and deceptive trade practices against Deckers. *Ugglesbo Clogs, LLC. v. Deckers Outdoor Corporation*, No. 11-cv-00213-PJS-FLN (D. Minn., filed Jan. 28, 2011). Deckers has filed the instant motion to suspend the proceedings pending conclusion of the district court action. However, Deckers has not yet answered Ugglesbo's complaint in the district court. The issues in that case are not joined, and it is improper to stay this action without knowing what the issues are in the district court action.

### **ARGUMENT**

Whether a cancellation proceeding should be suspended under 37 C.F.R. § 2.117 pending final determination of a civil action is a matter within the Board's discretion. *Boyd's Collection, Ltd. v. Herrington & Co.*, 65 U.S.P.Q.2d 2017, 2018 (T.T.A.B. 2003). Indeed, the TTAB has recognized that the Code of Federal Regulations does not require suspension in every case in which a concurrent civil action is pending: "[T]he permissive language of Trademark Rule 2.117(a) . . . make[s] clear that suspension is not the necessary result in all cases." *Id.* On the following grounds, Ugglesbo asserts that suspension is not warranted in this case.

This motion may be denied because it is premature, but it should also be denied on the merits because the action presents issues not present in the district court.

**I. The cancellation proceeding is necessary to remedy an immediate harm that is not being addressed in the district court action.**

Regardless of the issues that are ultimately joined in the civil action, the Board should not suspend the instant proceeding because the Board's cancellation proceeding is the only route to remedy of a harm that is not being addressed in the district court action. Specifically, Ugglebo is being harmed by the existence of Deckers's registered UGG marks. Ugglebo's unfair competition claims will establish each party's rights vis-à-vis the Ugglebo marks and Deckers's use of its UGG marks, but the district court action will not resolve the issues with respect to Decker's *registration* of its UGG marks. Moreover, the cancellation proceeding, which *will* resolve those issues, will provide a faster and more efficient resolution to the issues pertaining to Deckers's registered marks. Finally, the cancellation proceeding implicates the rights of third parties, thus suggesting that the Board should effect the most efficient resolution of the registrability of Deckers's UGG marks.

*A. Ugglebo is suffering a harm that is different from the harm being addressed by the district court.*

Ugglebo has filed an action in the district court seeking, *inter alia*, to enjoin Deckers from engaging in unfair competition against Ugglebo. But Ugglebo is being harmed in other ways that do not result from, and cannot be remedied by, Ugglebo's unfair competition claims. Specifically, Ugglebo is harmed by the very existence of Deckers's registered UGG marks.

Ugglebo depends on retailers to sell its product. But, lately, retailers have begun to show concern about selling Ugglebo products because they believe Ugglebo may be infringing on Deckers's trademarks. *See* Giese Decl., ¶ 5. These companies fear that selling Ugglebo products may result in legal action against them by Deckers. *Id.* This fear is a legitimate one, as Deckers has taken an aggressive approach towards protecting its purported trade dress and trademark

rights.<sup>1</sup> Notably, Deckers has filed suit against at least one, and probably many, of Ugglebo's potential retail customers. *Deckers Outdoor Corp. v. Aldo U.S. Inc. et al.*, No. CV08-07289 (C.D. Cal., filed Nov. 3, 2008). Because of Deckers's past legal actions, retailers have expressed concern that selling Ugglebo products will open them up to new liability. Ugglebo has lost sales and potential retail partners, and these losses are a direct result of the legal rights that Deckers has in its registered UGG marks.

This particular harm—namely, the fear that retailers have in selling Ugglebo products—will not be addressed in the district court action. The district court action will only establish Ugglebo's rights as against Deckers, but will do nothing to establish Deckers's rights as to any third parties. The cancellation proceeding, by contrast, will define Deckers's rights—at least as far as Deckers's registered marks are concerned—as against Ugglebo, retailers, and the general public. The purpose of the cancellation proceeding is to establish that Deckers does not, in fact, have registration rights in the UGG marks and should not, therefore, be able to assert registered rights in the UGG marks against any of Ugglebo's potential retail partners. The cancellation proceeding is thus necessary to remedy an immediate and ongoing harm.

*B. The Board proceeding will provide a faster and more efficient resolution than the district court action.*

Even if the district court action would dispose of all the issues—which it would not—the Board proceeding will provide a faster and more efficient resolution of the issues pertaining to Deckers's registered UGG marks. The Board has issued a schedule for the cancellation proceeding in which the proceeding would be concluded in just over a year. Cancellation No. 92053594, *Correspondence*, Feb. 7, 2011. The pending district court case, by contrast, is in its

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<sup>1</sup> In fact, Deckers Outdoor Corporation has filed no less than 25 suits against at least 75 defendants alleging various trademark and trade dress infringement claims in the last three years alone.

infancy. Decker has yet to file an answer to Ugglebo's complaint. *Ugglebo Clogs, LLC. v. Deckers Outdoor Corporation*, No. 11-cv-00213-PJS-FLN (D. Minn., filed Jan. 28, 2011). It may well be several years before the district court action reaches a final resolution.

Moreover, even upon conclusion of the district court action, there will still be outstanding issues. Assuming Ugglebo prevails in the district court, the Board will need to resume the instant cancellation proceedings in order to secure cancellation of Deckers's UGG marks. This will only add to the time—potentially years—that it will take before Ugglebo obtains relief.

This delay is particularly damaging to Ugglebo because the market for its product, clogs, changes based on fashion trends. Currently, clogs are enjoying a fashion resurgence, but it is not clear for how long that resurgence will last. Giese Decl., ¶ 4. Providing Ugglebo a prompt resolution would allow Ugglebo to take advantage of the temporarily increased demand for its product and thereby mitigate the harm caused by Deckers's registered marks.

C. *The Board proceeding implicates the rights of third parties and the general public, thus favoring a prompt resolution.*

The district court action will resolve only those issues that exist directly between Ugglebo and Deckers—namely, whether Deckers is engaging in unfair competition with respect to Ugglebo. The cancellation proceedings, by contrast, implicate the rights of third parties beyond Ugglebo and Deckers. Specifically, the cancellation proceedings will determine whether Deckers has rights to its currently-registered UGG marks as against the general public. If Ugglebo prevails in the cancellation proceeding, Deckers's registered UGG marks will no longer be a basis with which Deckers can institute legal action against others. Other companies and the general public, in addition to Ugglebo, thus have an interest in resolving these issues as soon as possible. As discussed *supra*, maintaining the instant cancellation proceeding and keeping with

the schedule as issued by the Board will lead to the fastest and most efficient resolution of the registration issue.

**II. Deckers's registered Ugg marks stand as a barrier to Ugglebo's rightful registration of its own marks.**

In addition to the above-described harm, Ugglebo has also been harmed by Deckers's registered marks vis-à-vis Ugglebo's own PTO registration proceedings. The PTO has refused Ugglebo's registration applications based on a confusing similarity between the UGGLEBO mark and two of Deckers's UGG marks. Pros. Hist. of App. No. 77/929400, *Office Action*, May 7, 2010. The existence of Decker's registered marks, in addition to harming Ugglebo through effects on its potential retailers, has also created a barrier to Ugglebo's registration of its own marks. This in and of itself constitutes an additional, separate harm that the district court action will not address.

Moreover, the fact that Deckers's registered marks stand as a barrier to Ugglebo's registration of its own marks further compounds the harm that Ugglebo has suffered with respect to potential retailers. Ugglebo's potential retailers mistakenly believe that Ugglebo is infringing on Deckers's trademark rights, when, in fact, Ugglebo is the prior user. A registration of Ugglebo's mark would establish that Ugglebo possesses the right to use its mark, thereby offering retailers a certain measure of security in selling Ugglebo's products. *See Giese Decl.*, ¶ 6. Until the conclusion of this cancellation proceeding, however, Ugglebo—and its potential retailers—will not have the assurance of a registered mark. The instant cancellation proceeding, therefore, is necessary to provide Ugglebo this relief that it cannot obtain in the district court action.

**III. There are likely to be few, if any, overlapping issues.**

In its motion for suspension, Deckers asserts that the instant proceeding should be suspended because a common issue to both proceedings, namely likelihood of confusion, will be resolved by the district court. Deckers is correct in its assertion that a district court's decision as to likelihood of confusion would be binding upon the Board. *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S. P.Q. 805, 807 (T.T.A.B. 1971). However, based in part on the fact that Deckers has yet to file an answer in the district court, Ugglebo does not even know if Deckers will contest likelihood of confusion. Ugglebo finds it improbable and contradictory for Deckers to assert that there is no likelihood of confusion between the UGGLEBO mark and the UGG marks given Deckers's past representations in other court filings and on its website that any use of the letters "UGG," whether alone or in combination with other letters or terms, creates a likelihood of confusion. *See, e.g., Deckers Outdoor Corp. v. Steve Madden Ltd.*, No. CV 06-0061, Stipulated Permanent Injunction (C.D. Cal., Apr. 18, 2006)<sup>2</sup> (enjoining defendants from "using the term 'UGG,' or any variation thereof, in any combination of lower or upper case letters, alone or in combination with any other term, and in any font or design"); <http://www.uggaustralia.com/counterfeit.aspx><sup>3</sup> (asserting that if a "domain name includes 'UGG' or any variation of this word . . . this product is most certainly counterfeit"). This Board proceeding should not be suspended based on an issue that has not yet been contested, and is not likely to be contested, in the district court action.

In addition, the PTO has ostensibly already taken a position with respect to the likelihood of confusion between Deckers's UGG marks and Ugglebo's UGGLEBO mark. In rejecting Ugglebo's registration, the Examiner concluded that the similarity between Ugglebo's marks and Deckers's UGG marks created a likelihood of confusion: "Given the similarities in the marks and

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<sup>2</sup> Attached hereto as Exhibit A.

<sup>3</sup> Excerpt attached hereto as Exhibit B.



the same/related goods, confusion as to source is likely and therefore, registration is refused . . . based on a likelihood of confusion.” Pros. Hist. of App. No. 77/929400, *Office Action*, May 7, 2010. Given that the one example of an overlapping issue cited by Deckers—likelihood of confusion—has already been relied on by the PTO to deny Ugglebo’s registration, it does not make sense to suspend the current proceeding and await a decision on that same issue from the district court.

### **CONCLUSION**

Based on the foregoing, Petitioner Ugglebo respectfully requests that the Board deny Respondent Deckers’s motion and allow the current proceeding to continue according to the schedule set forth by the Board on February 7, 2011.

Dated: April 5, 2011

Respectfully submitted,

CARLSON, CASPERS, VANDENBURGH &  
LINDQUIST

By 

Alan G. Carlson

J. Derek Vandenburg, USPTO Reg. No. 32,179

225 South Sixth Street, Suite 2200

Minneapolis, MN 55402

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And

BELLES KATZ LLC

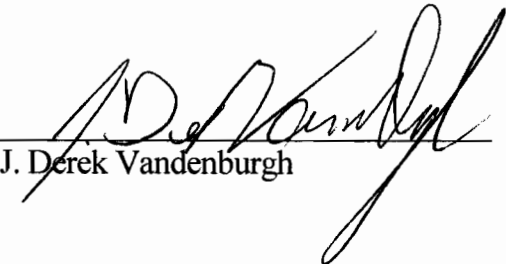
Andrew B. Katz, USPTO Reg. No. 34, 200  
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COUNSEL FOR PETITIONER  
UGGLEBO CLOGS, LLC.

**CERTIFICATE OF SERVICE**

I, J. Derek Vandenburg, certify that on April 5, 2011, a copy of Plaintiff's Opposition to Motion to Suspend the Proceeding in *Ugglebo Clogs, LLC v. Deckers Outdoor Corporation* (Cancellation No. 92053594) was served on counsel by First Class U.S. Mail to:

Ulana Holubec  
Quinn Emanuel Urquhart & Sullivan, LLP  
51 Madison Avenue, 22<sup>nd</sup> Floor  
New York, NY 10010

  
\_\_\_\_\_  
J. Derek Vandenburg

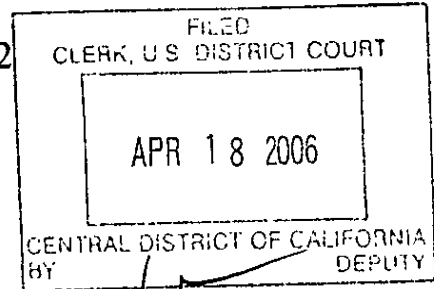
# Exhibit A

SHEPPARD MULLIN RICHTER & HAMPTON LLP  
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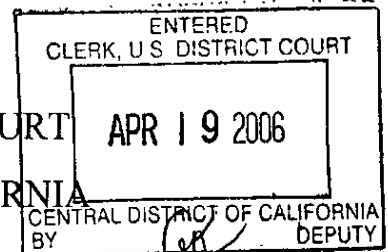
Attorneys for Plaintiff  
DECKERS OUTDOOR CORPORATION

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Attorneys for Defendant  
STEVEN MADDEN, LTD.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION



DECKERS OUTDOOR CORPORATION, a Delaware corporation,

Plaintiff,

v.

STEVEN MADDEN, LTD., a Delaware corporation; and DOES 1 THROUGH 10,

Defendants.

Case No. CV 06-0061 GAF (RCx)

**(1) STIPULATED PERMANENT INJUNCTION; AND**

**(2) [Proposed] ORDER THEREON**

Complaint Filed: January 4, 2006

THIS CONSTITUTES NOTICE OF ENTRY  
AS REQUIRED BY FRCP, RULE 77(d)

LOGGED

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I.

**STIPULATED PERMANENT INJUNCTION**

All of the parties to this action have agreed to settle their differences. As part of their settlement, they have entered into a SETTLEMENT AGREEMENT that resolves the claims asserted in this action and have agreed to this STIPULATED PERMANENT INJUNCTION. Therefore,

IT IS HEREBY STIPULATED by and among plaintiff Deckers Outdoor Corporation ("**Deckers**") and defendant Steven Madden, Ltd., doing business as Steve Madden Stores ("**Steven Madden**"), through their respective counsel of record, as follows:

1. By this STIPULATED PERMANENT INJUNCTION, Steven Madden hereby appears in this action and agrees to be subject to this Court's jurisdiction.

2. Except as otherwise provided herein, Steven Madden, and its officers, agents, servants, and employees, and all persons in active concert or participation with them who receive actual notice of this STIPULATED PERMANENT INJUNCTION by personal service or otherwise (hereinafter "**the Enjoined Parties**"), are permanently enjoined from:

(a) Using the term "UGG", or any variation thereof, in any combination of lower or upper case letters, alone or in combination with any other term, and in any font or design:

(i) as a trademark, trade name, service mark, logo, or brand; and

SCANNED

(ii) as a term used to describe or refer to any Steven Madden products.

(b) Further use and infringement of the design mark depicted in Deckers' Registration No. 2,314,853 recorded with the United States Patent and Trademark Office (the "**Sun Logo Registered Mark**" referred to in Paragraph 11 of and Exhibit A to the COMPLAINT in this action), or any confusingly similar variation or colorable imitation thereof, including, but not limited to, developing, reproducing, manufacturing, advertising, promoting, marketing, selling, offering to sell, importing, or distributing any goods that bear or are marketed in connection with that mark or any confusingly similar variation or colorable imitation thereof.

(c) Further use and infringement of the trade dress for Deckers' UGG<sup>®</sup> Uptown and UGG<sup>®</sup> Rock Star boots (described in Paragraphs 13-16 of the COMPLAINT in this action), including, but not limited to, developing, reproducing, manufacturing, advertising, promoting, marketing, selling, offering to sell, importing, or distributing any goods that bear or are marketed in connection with that trade dress or any confusingly similar variation or colorable imitation thereof.

(d) Further use and infringement of the trade dress for the outsole design for Deckers' UGG<sup>®</sup> Uptown and UGG<sup>®</sup> Rock Star boots (described in Paragraphs 13-18 of the COMPLAINT in this action), including, but not limited to, developing, reproducing, manufacturing, advertising, promoting, marketing, selling, offering to sell, importing, or

1 distributing any goods that bear or are marketed in connection with that  
2 trade dress or any confusingly similar variation or colorable imitation  
3 thereof. And,  
4

- 5 (e) With regard to Deckers' UGG® Uptown and UGG® Rock Star boots,  
6 doing any act or thing calculated or likely to cause confusion or  
7 mistake in the minds of members of the public or the trade, or  
8 prospective purchasers of Steven Madden's products, as to the source of  
9 Steven Madden's products, or likely to deceive members of the public  
10 or the trade, or prospective purchasers of Steven Madden's products,  
11 into believing that Steven Madden is somehow associated with  
12 Deckers, or that Steven Madden's products are being offered for sale  
13 with Deckers' authorization.  
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15 3. The terms of this STIPULATED PERMANENT INJUNCTION extend to  
16 all entities owned or controlled by Steven Madden, as well as to Steven Madden's  
17 officers, servants, employees, assigns, successors, affiliates, and related  
18 organizations under common ownership or control.  
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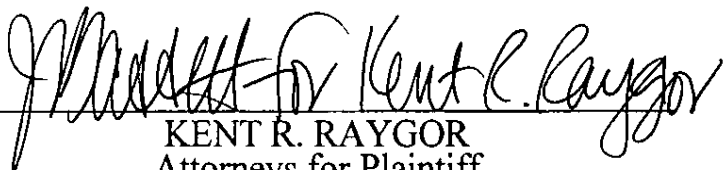
20 4. The rights and benefits of this STIPULATED PERMANENT  
21 INJUNCTION shall extend to and be enforceable by Deckers' successors and assigns.  
22

23 5. This STIPULATED PERMANENT INJUNCTION survives the entry of a  
24 dismissal in this action, a stipulation for which the parties are simultaneously  
25 submitting to this Court. This Court shall retain jurisdiction over the parties to  
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1  
2 enforce the terms of this STIPULATED PERMANENT INJUNCTION and the SETTLEMENT  
3 AGREEMENT executed by the parties contemporaneously herewith.

4  
5 Dated: April 14, 2006 SHEPPARD MULLIN RICHTER & HAMPTON LLP  
6 KENT R. RAYGOR

7  
8 By   
9 KENT R. RAYGOR  
10 Attorneys for Plaintiff  
11 DECKERS OUTDOOR CORPORATION

12  
13 Dated: April 14, 2006 PROSKAUER ROSE LLP

14 By \_\_\_\_\_  
15 MICHAEL A. FIRESTEIN  
16 Attorneys for Defendant  
17 STEVEN MADDEN, LTD.

18 II.

19 **[Proposed] ORDER THEREON**

20  
21 IT IS SO ORDERED.

22  
23 Dated: April \_\_, 2006

24 \_\_\_\_\_  
25 THE HON. GARY A. FEES, JUDGE OF THE UNITED STATES DISTRICT COURT

26 W02-LA:LJS\70938172.2

1  
2 enforce the terms of this STIPULATED PERMANENT INJUNCTION and the SETTLEMENT  
3 AGREEMENT executed by the parties contemporaneously herewith.

4  
5 Dated: April 14, 2006 SHEPPARD MULLIN RICHTER & HAMPTON LLP  
6 KENT R. RAYGOR  
7

8 By \_\_\_\_\_  
9 KENT R. RAYGOR  
10 Attorneys for Plaintiff  
11 DECKERS OUTDOOR CORPORATION

12  
13 Dated: April 14, 2006 PROSKAUER ROSE LLP

14 By \_\_\_\_\_  
15 MICHAEL A. FIRESTEIN  
16 Attorneys for Defendant  
17 STEVEN MADDEN, LTD.

18 II.

19 **[Proposed] ORDER THEREON**

20  
21 IT IS SO ORDERED.

22  
23 Dated: April 18, 2006

24 \_\_\_\_\_  
25 THE HON. GARY A. FEES,  
26 JUDGE OF THE UNITED STATES  
27 DISTRICT COURT  
28

W02-LA-LJSV70938172 2

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles; I am over the age of eighteen years and not a party to the within entitled action; my business address is 1901 Avenue of the Stars, Suite 1600, Los Angeles, California 90067-6017.

On April 17, 2006, I served the following document(s) described as

(1) **STIPULATED PERMANENT INJUNCTION; AND**

(2) **[PROPOSED] ORDER THEREON** on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Michael A. Firestein, Esq.  
PROSKAUER ROSE LLP  
2049 Century Park East, Suite 3200  
Los Angeles, California 90067  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2103

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY OVERNIGHT DELIVERY:** I served such envelope or package to be delivered on the same day to an authorized courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier.

☐ **BY FACSIMILE:** I served said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was 310-228-3701. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The sending facsimile machine (or the machine used to forward the facsimile) issued a transmission report confirming that the transmission was complete and without error. Pursuant to Rule 2008(e), a copy of that report is attached to this declaration.

☐ **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the office of the addressee(s).

☒ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

//

Executed on **April 17, 2006**, at Los Angeles, California.

  
NATALIE ARONSTEIN

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# Exhibit B

## How to protect yourself:

- To ensure you purchase only genuine UGG® Australia products, please remember that they can only be purchased at:
  - UGG® Australia [Flagship stores](#) and [our official Web site](#)
  - [Authorized UGG® Australia retailers](#)
  - [Authorized online UGG® Australia retailers](#)
- Be cautious of purchasing what are advertised as UGG® products on eBay, and other auction websites. Authorized UGG® Australia retailers are not permitted to sell products on eBay trade boards, therefore the UGG® products on auction sites is often counterfeit. Finding deeply discounted or cheap prices on these sites are often a good indication that a product is counterfeit. However, many counterfeiters are now charging full retail price to avoid detection from consumers.
- Look for the new UGG® Australia reflective security sticker and/or label on every UGG® product you purchase. This reflective authentication sticker and/or label will be on every genuine UGG® product beginning with Fall 2010.\*
- Be wary of Web sites advertising UGG® products (other than the [Authorized Online Retailers](#) mentioned above). Remember that these sites may be able to obtain product images from the UGG® Australia Web site to advertise their counterfeit merchandise. Be skeptical of any images used on these websites - they may very well be different from the product you will receive.
- UGG® Australia genuine products are not offered through individuals (other than those noted above), street vendors, flea markets, unauthorized retail locations or at "purse parties."
- Search engines (such as Google) do not pre-screen Web sites that appear in their search results. Be cautious of Web sites that appear on Google searches for "Ugg" or similar keywords or search terms - only the official UGG® Australia Web site and its authorized retailers' Web sites are trusted online sources for purchasing genuine UGG® products.

Close 



Counterfeit website Look Up

- Be wary of websites that contain UGG® anywhere in the domain name. If you are viewing UGG® Australia products online anywhere other than uggaustralia.com and the domain name includes "UGG." or any variation of this word, or includes one of our style names in the domain address, e.g. "Cardy," this product is most certainly counterfeit.

- If a deal seems too good to be true, question it - it usually is. The only way to ensure you get the quality and durability of genuine UGG® Australia products is to go through one of our [Authorized Retailers](#).

\* Please note that some "carry-over" styles may not contain the security label or sticker for a period of time.

	)	
UGGLEBO CLOGS, LLC,	)	
a Minnesota LLC,	)	
	)	Cancellation No. 92053594
Petitioner,	)	
v.	)	Registration Nos.: 3050925, 3050903,
	)	3050902, 3050865, and 3360442.
DECKERS OUTDOOR CORPORATION,	)	
a Delaware Corporation,	)	
	)	
Respondent.	)	
	)	

1. I am the president and owner of Petitioner Ugglebo Clogs, LLC (“Ugglebo”), the distributor of UGGLEBO brand clogs in the United States and owner of the UGGLEBO marks in the United States. I am also a current owner of Ugglebo Toffeln AB, the Swedish business that makes UGGLEBO brand clogs for sale in the United States and around the world.
2. I make this declaration on my own information, knowledge and belief.
3. The manufacture and sale of UGGLEBO brand clogs has been a family business for more than 40 years. UGGLEBO has been used on and in connection with the sale of clogs in the United States continuously since the 1960s.



4. Clogs have gone in and out of fashion over the years. Clogs have recently come back into fashion, and Ugglebo is seeking to capitalize on the increased demand for clogs and on the long standing goodwill associated with UGGLEBO brand clogs. However, this recent fashion trend is almost certainly not permanent, and it is not clear how long Ugglebo will have to take advantage of this fashion trend.

5. Ugglebo has recently faced a number of instances where potential retail customers have raised concern over Ugglebo's rights in the UGGLEBO mark relative to Deckers' UGG mark. Deckers is known in the footwear market as being extremely litigious when it comes to protecting its rights in the UGG mark. Several potential retail customers have expressed surprise that Ugglebo has not been sued by Deckers for infringing the UGG mark. One potential customer who was originally very interested in buying UGGLEBO clogs later told me that she would not buy our clogs out of concern for getting sued based on the name. Another large potential customer was originally very interested in buying UGGLEBO clogs but then suddenly stopped all communication with us and would not respond to our emails. I believe that the reason their interest in UGGLEBO clogs changed was concern over getting sued by Deckers for trademark infringement or otherwise feeling that UGGLEBO is trying to ride on any UGG goodwill.

6. One way in which Ugglebo can convince customers and potential customers that its rights in the UGGLEBO name are not subject to challenge by Deckers is to remove the UGG registrations from the federal trademark register

and to obtain a federal registration for its UGGLEBO mark. If Ugglebo is forced to wait until conclusion of the district court litigation to proceed with the cancellation proceeding, the recent fashion resurgence of clogs may be over before Ugglebo can obtain that relief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 5, 2011

By:

  
David Giese